

as they know, on the part of any other person ; so far from it, they positively aver, that the whole amount for which the judgment was entered was, at the time of entering the same, and still is justly and fairly due. The answer states, that at the instance of *Richard Caton*, he being legally constituted president, they loaned to the company, at different times, several sums of money, amounting in the whole to the sum of \$17,000, on the 20th February, 1822, under an engagement entered into by *Caton* with them, he being fully authorized to make such engagements, that the said company would render them secure by giving them a judgment against the company. That the pecuniary embarrassments of the company, at the time when the advancements were made, were such, but for them, an entire stop must have been put to their proceedings, to the great loss and injury of all concerned. The only likely way to better their condition was to procure loans on the faith of the property; that they authorized their president to enter into such loans, and to pledge, if necessary, the funds of the company; that the loans never would have been made if such security had not been obtained; or some other good and sufficient indemnity; without the loans the company must have come to a stop.

Several questions present themselves, arising from the facts disclosed by the bill and answer. *First.* Admitting that the whole sum of money was loaned, could the defendants *Robert* and *John Oliver* have supported an action of assumpsit at law, and obtained a judgment, if the claim had been contested, and the opinion of the court taken thereon? *Second.* If it was competent for the defendants *Robert* and *John Oliver* to have sustained a suit on an action commenced and conducted in the usual manner, is the authority, that was given by *Richard Caton* such as to authorize the entering of the present judgment? *Third.* Ought the injunction to be dissolved without the answer of *Caton*, supposing the opinion in the two preceding points to be favourable to the defendants?

In forming an opinion in this cause I deem it unnecessary to review the various decisions, how far a corporate body can contract; except under the corporate seal. That subject was fully and maturely considered in the case of *The Bank of Columbia against Patterson*, and is ably treated in the opinion of the Supreme Court of the United States, as delivered by Judge STORY. (c) It